

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION

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IN RE:

ARNOLD R. DORMER, JR.

Case No. 11-27934-PJD

Debtor.

Chapter 11

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THIRD AMENDED PLAN OF REORGANIZATION

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COMES NOW the Debtor-in-possession, and proposes the following Third Amended Plan of Reorganization pursuant to Chapter 11 of the United States Bankruptcy Code. This Amended Plan incorporates Plan treatment mandated in multiple Agreed Orders resolving Objections to Confirmation and also reflects the post-petition release of liens in Classes 8 and 9. To the extent that the the provisions of this Amended Plan differ from the terms of previously entered Agreed Orders on Objection to Confirmation, the provisions in the Agreed Orders shall control and take precedence.

ARTICLE 1.

DEFINITIONS

The terms set forth in this Article 1 shall have the respective meanings hereinafter set forth. Any capitalized term used but not otherwise defined herein shall have the meaning given to that term in the Bankruptcy Code.

1.1 Administrative Claim: shall mean any cost or expense of administration of the Debtor's Chapter 11 case entitled to priority in accordance with sections 503(b) and 507(a)(1) of the Bankruptcy Code, including any fees or charges assessed against the Debtor's estate under 28 U.S.C. Section 1930.

1.2 Allowed Amount: shall mean the amount of a Claim that is listed in the Debtor's schedules as not disputed, contingent, or unliquidated:

1.2.1 if the holder of such Claim has not filed a proof of claim by the Bar Date; or

1.2.2 if a holder has filed a timely proof of claim:

1.2.1 the amount stated in such Claim; or

1.2.2 if an objection to such Claim is filed, such amount as shall be fixed by Final Order of the Bankruptcy Court.

1.3 Bar Date: shall include for creditors other than governmental units, or for governmental units.

1.4 Code: shall mean the United States Bankruptcy Code under Title 11 of the United States Code.

1.4 Confirmation Date: shall mean the date of entry of the Order Confirming Plan; provided, however, that if said Order is stayed pending appeal, then the Confirmation Date shall be the date of entry of the Final Order vacating such stay or the date on which the stay expires or is no longer in effect.

1.6 Debtor: shall mean as Debtor-in-possession and as the reorganized Debtor.

1.7 Disputed Claim: shall mean any claims to which a proof of claim has been filed or deemed filed under applicable law, as to which an objection has been or may be timely filed by Debtor and which objection, if timely filed, has not been withdrawn on or before any date fixed for filing such objections by the Plan or Order of the Court and which has not been overruled or denied by a final Order of the Court.

Prior to the time that an objection has been or may be timely filed, for the purposes of the Plan, a Claim shall be considered a Disputed Claim in its entirety if: (i) the amount of the Claim specified in the proof of claim exceeds the amount of any corresponding claim as listed in the Debtor's Schedules; (ii) any corresponding scheduled claim has been scheduled as disputed, contingent, or unliquidated; or (iii) no corresponding claim has been scheduled.

1.8 Effective Date: shall mean the first business day following forty-five (45) days after the Confirmation Order becomes a Final Order.

1.9 Plan: shall mean this Plan proposed by the Debtor, or as it may be amended or modified.

## ARTICLE 2.

### OBJECTION AND EXECUTION OF THE PLAN

2.1 Objective of the Plan. The primary objective of the Plan is to pay valid claims of the Debtor while preserving the value of the Debtor's business.

2.2 Execution of the Plan. The Plan will be carried out and funded by future rents and income generated by the Debtor. The Debtor may also sell property in order to pay general unsecured creditors.

## ARTICLE 3.

### CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.2 The claims of creditors shall be classified as follows:

Class 1 shall consist of Administrative Claims.

Class 2 shall consist of Claims of governmental entities entitled to priority by §§ 507(a)(8) of the Code as finally allowed by the court, including but not limited to the claim of the Internal Revenue Service in the amount of \$3,500.

Class 3 shall consist of the property tax claims of the City of Memphis.

Class 4 shall consist of the property tax claims of Shelby County.

Classes 5 through 156 shall consist of the claims of mortgage lenders to the extent secured by deeds of trust on real property located in Memphis, Shelby County, Tennessee, set out in the following Table as follows:

Class	Creditor	Collateral Description
5	AHMSI	4037 Knob
6	AHMSI	2512 LaBonte
7	AHMSI	4056 Mountain Terrace
8	AHMSI	4060 Mountain Terrace
9	AHMSI	4084 Mountain Terrace
10	AHMSI	5979 Prairie Cv
11	AHMSI	5957 Wagon Hill Rd E
12	AHMSI	5958 Wagon Hill Rd E
13	AHMSI	5962 Wagon Hill Rd E
14	AHMSI	5964 Wagon Hill Rd E
15	AHMSI	5998 Wagon Hill Rd E
16	America's Servicing Co.	4135 Mountain Terrace
17	Bank of America	4049 Knob
18	America's Servicing Co.	4436 Suncrest
19	America's Servicing Co.	5944 Wagon Hill Rd E
20	America's Servicing Co.	5984 Wagon Hill Rd E
21	America's Servicing Co.	5992 Wagon Hill Rd E
22	America's Servicing Co.	4193 Wagon Wheel Dr
23	America's Servicing Co.	4233 Wagon Wheel Dr
24	America's Servicing Co.	2498 Wellons

25	Aurora Loan Services	1762 Corning
26	Aurora Loan Services	4146 Mountain Terrace
27	Aurora Loan Services	4155 Mountain Terrace
28	Aurora Loan Services	4156 Mountain Terrace
29	Aurora Loan Services	4175 Mountain Terrace
30	Aurora Loan Services	1855 Whitney Ave.
31	Banco Popular North America	4132 Mountain Terrace
32	Bancorp South Mortgage	885 Bingham
33	Bancorp South Mortgage	4551 Cedargreen Cv
34	Bancorp South Mortgage	4549 Cedar Leaf Cv
35	Bancorp South Mortgage	4550 Cedar Leaf Cv
36	Bancorp South Mortgage	4558 Cedar Leaf Cv
37	Bancorp South Mortgage	3356 Farmville
38	Bancorp South Mortgage	3370 Farmville
39	Bancorp South Mortgage	4070 Knob
40	Bancorp South Mortgage	4545 Longtree
41	Bancorp South Mortgage	4549 Longtree
42	Bancorp South Mortgage	4555 Longtree
43	Bancorp South Mortgage	4561 Longtree
44	Bancorp South Mortgage	4567 Longtree
45	[Reserved]	
46	Bancorp South Mortgage	1730 Marble
47	Bancorp South Mortgage	214 Merton
48	[Reserved]	
49	Bancorp South Mortgage	3073 Pershing
50	Bancorp South Mortgage	2529 Selman
51	Bancorp South Mortgage	3637 Townes
52	Bank Of America	4555 Cedar Leaf Cv
53	Bank Of America	4556 Cedar Leaf Cv
54	Bank Of America	3314 Cicalla
55	Bank Of America	3044 Coleman
56	Bank Of America	3446 Farmville
57	Bank Of America	4069 Knob
58	Bank Of America	1149 Merchant

59	Bank Of America	1153 Merchant
60	Bank Of America	2467 Yale
61	Central Loan Administration & Reporting	4066 Mountain Terrace
62	Central Loan Administration & Reporting	4072 Mountain Terrace
63	Central Loan Administration & Reporting	4078 Mountain Terrace
64	Central Loan Administration & Reporting	4090 Mountain Terrace
65	Central Loan Administration & Reporting	2514 Redvers
66	Chase	424 Carpenter
67	Chase	4436 Cedar Bark Cv
68	Chase	4445 Cedar Bark Cv
69	Chase	4453 Cedar Bark Cv
70	Chase	635 Dunlap
71	Chase	2414 Durham Dr
72	Chase	2422 Durham Dr
73	Chase	946 Faxon
74	Chase	960 Faxon
75	Chase	2583 Hawkins Mill
76	Chase	2589 Hawkins Mill
77	Chase	2595 Hawkins Mill
78	Chase	2603 Hawkins Mill
79	Chase	4007 Hofburg
80	Chase	4039 Hofburg
81	Chase	4541 Janice
82	Chase	2453 Knob
83	Chase	4045 Knob
84	Chase	4053 Knob
85	Chase	4057 Knob
86	Chase	4141 Leroy
87	Chase	4022 McWeeny
88	Chase	207 Merton
89	Chase	211 Merton
90	Chase	4134 Mountain Terrace

91	Chase	4206 Mountain Terrace
92	Chase	1172 Panama
93	Chase	2455 Rammesses
94	Chase	2461 Rammesses
95	Chase	2467 Rammesses
96	Chase	4005 Rangeline
97	Chase	4011 Rangeline
98	Chase	1276 Saxon
99	Chase	5950 Wagon Hill Rd E
100	Chase	5954 Wagon Hill Rd E
101	Ashley or Mason Bailey	3216-3218 Mountain Terrace
102	Chase	5982 Wagon Hill Rd E
103	Chase	5986 Wagon Hill Rd E
104	Chase	4084 Wagon Wheel Dr
105	Chase	4228 Wagon Wheel Dr
106	Chase	242 Williford
107	EMC Payment Processing	4141 Mountain Terrace
108	EMC Payment Processing	4166 Mountain Terrace
109	EMC Payment Processing	4183 Mountain Terrace
110	EMC Payment Processing	4191 Mountain Terrace
111	EMC Payment Processing	4209 Mountain Terrace
112	EMC Payment Processing	5948 Wagon Hill Rd E
113	EMC Payment Processing	5990 Wagon Hill Rd E
114	EMC Payment Processing	5994 Wagon Hill Rd E
115	EMC Payment Processing	4205 Wagon Wheel Dr
116	EMC Payment Processing	4237 Wagon Wheel Dr
117	EMC Payment Processing	2492 Wellons
118	Gmac Mortgage	4207 Beacon Hills Rd
119	Gmac Mortgage	3569 Marion Ave
120	Gmac Mortgage	1152 Merchant
121	Gmac Mortgage	5940 Wagon Hill Rd E
122	Gmac Mortgage	5941 Wagon Hill Rd E
123	Gmac Mortgage	5945 Wagon Hill Rd E
124	Gmac Mortgage	5947 Wagon Hill Rd E
125	Gmac Mortgage	5978 Wagon Hill Rd E

126	Gmac Mortgage	5980 Wagon Hill Rd E
127	Gmac Mortgage	5987 Wagon Hill Rd E
128	Gmac Mortgage	5993 Wagon Hill Rd E
129	Independent Bank	5980 Prairie Cv and 4339 Waverly Farms
130	Independent Bank	2479 Dana Cove, 2209 Durham, 4167 Mountain Terrace, 1149 National 3360 Farmville, 2505 Hale 3708 Irma, 215 Merton 1616 Oberle, 3067 Pershing, 1438 Weymouth
131	Insouth Bank	1131 National and 3678 Fair Oaks
132	Insouth Bank	4272 Hobson Cv
133	Insouth Bank	1525 Roosevelt
134	Litton Loan Servicing LP	4212 Beacon Hills Rd
135	Litton Loan Servicing LP	4430 Cedar Bark Cv S
136	Litton Loan Servicing LP	4433 Cedar Bark Cv S
137	Litton Loan Servicing LP	4439 Cedar Bark Cv S
138	Litton Loan Servicing LP	4442 Cedar Bark Cv S
139	Litton Loan Servicing LP	4448 Cedar Bark Cv S
140	Litton Loan Servicing LP	4452 Cedar Bark Cv S
141	Litton Loan Servicing LP	4474 Cedar Bark Cv S
142	Litton Loan Servicing LP	4588 Longtree
143	Litton Loan Servicing LP	4589 Longtree
144	Litton Loan Servicing LP	4234 Wagon Wheel Dr
145	Litton Loan Servicing LP	2448 Wellons
146	Litton Loan Servicing LP	2456 Wellons
147	Litton Loan Servicing LP	2462 Wellons
148	Michelle Pettigrew	2391 Hillside
149	Specialized Loan Servicing, LLC	4147 Mountain Terrace
150	Urban Trust Bank	1154 Merchant
151	Wells Fargo Home Mortgage	4041 Knob
152	Wells Fargo Home Mortgage	4061 Knob
153	Wells Fargo Home Mortgage	4065 Knob



154	Wells Fargo Home Mortgage	4073 Knob
155	Wells Fargo Home Mortgage	4077 Knob
156	Wells Fargo Home Mortgage	4081 Knob

Class 157 shall consist of Unsecured Nonpriority claims as finally allowed by the court that are not otherwise included in any other Class of Claims.

#### ARTICLE 4.

##### TREATMENT OF CLAIMS AND INTERESTS

###### 4.1 Class 1 Administrative Claims.

Allowed Class 1 claims shall be paid in cash on the Effective Date of the Plan. Any administrative claims representing liability incurred in the ordinary course of business of the Debtor may be paid in cash in the ordinary course of business. Included in this class are the attorney and accountant's fees incurred by the Debtor. Additionally, any United States Trustee Quarterly Fees due and owing or assessable prior to confirmation shall be paid in full on the Effective Date of the Plan and any post-confirmation United States Trustee Fees shall be paid pursuant to 28 U.S.C. Section 1930(a)(6). Class 1 is deemed to be unimpaired.

4.2 The Class 2 Claim of the United States Treasury, if any, shall be paid in full on the Effective Date of the Plan.

4.3 The Class 3 Claims of City of Memphis shall be paid by the mortgage holder for each respective property from funds held in escrow for this purpose. Those properties and the responsible mortgagee include all of those numbered Classes described in Article 3 of the Plan that are located in the City of Memphis, with the exception of the following Classes: 31, 101, 130, 131 and 132.

The following properties identified by the City of Memphis account number and address are hereby surrendered to the City of Memphis as lien holder, which may proceed with its state law remedies.

033012 00014	215 N. Merton
043058 00028	3360 Farmville
043059 00026	1149 National
052026 00063	2479 Dunlap
052087 00005	3067 Pershing
053070 00069	1438 Weymouth
071048 A00003	2209 Durham Dr.
072097 00030	3708 Irma
033013 00010	2505 Hale
070035 00016	1616 Oberle
071048 F00231	4167 Mt. Terrace
052083 00019	3048 Coleman
071048 F00235	0 Mt. Terrace

The Class 3 Claims of the City of Memphis pertaining to all other properties to be retained under the Plan with an outstanding tax liability shall be paid over a period of time not to exceed sixty (60) months from the date the petition in this case was filed, with annual interest of 12%, in a manner more particularly set out below. The City has filed a Proof of Claim in the amount of \$32,053.01.

Notwithstanding any other provisions contained herein, the City of Memphis is the holder of a pre-petition claim for ad valorem property taxes for the 2011 and prior tax years, as well as an administrative expense claim for the 2012 ad valorem taxes. The Debtor shall pay the 2012 taxes timely pursuant to applicable non-bankruptcy law. It is not necessary that the City file an administrative expense claim or request for payment in order for these 2012 taxes to be deemed an allowed administrative expense. The administrative expense taxes are not discharged by entry of the confirmation order. The Debtor shall pay the City's pre-petition claims in equal monthly payments commencing

no later than the first day of the first month which is 30 days after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate of 1% per month pursuant to 11 U.S.C. §§ 506(b), 511, and 1129. The City shall retain its liens for pre- and post-petition taxes with the same validity, extent and priority until all taxes and related interest, penalties, and fees (if any) have been paid in full. In the event of a default under the plan, the City shall send notice of default to counsel for the Debtor/Reorganized Debtor via facsimile or electronic mail, and the Debtor shall have 15 days from the date of such notice to cure said default. In the event of failure to cure the default timely, the City shall be entitled to pursue collection of all amounts owed pursuant to applicable nonbankruptcy law without further recourse to the Bankruptcy Court. The City shall only be required to send two notices of default; upon a third event of default, the City may proceed to collect all amounts owed pursuant to applicable nonbankruptcy law without further notice. Failure to pay any post-petition ad valorem taxes prior to their becoming delinquent under Tennessee law shall constitute an event of default under the Plan.

4.4 The Class 4 Claims of the Shelby County Trustee shall be paid by the mortgage holder for each respective property from funds held in escrow for this purpose.

The following properties are hereby surrendered as to the Shelby County Trustee as lien holder, which may proceed with its state law remedies.

215 N. Merton  
3360 Farmville  
1149 National  
2479 Dunlap  
3067 Pershing  
1438 Weymouth  
2209 Durham Dr.  
3708 Irma  
2505 Hale  
1616 Oberle  
4167 Mt. Terrace  
5980 Prairie Cove  
4339 Waverly Farms  
3048 Coleman

The lot identified as parcel number 0710480F002350 (0 Mountain Terrace) is hereby surrendered to the Shelby County Trustee as lienholder, which may exercise its state law remedies thereto.

a) Pre-petition taxes, and all statutory interest and penalty accruing thereon, if any, owed by Debtor to Shelby County for in connection with properties for which taxes are escrowed shall be in-full within 30 days of confirmation. Those properties and the responsible mortgagee are all of those numbered Classes described in Article 3 of the Plan with the exception of the following Classes: 31, 101, 130, 131 and 132.

b) Pre-petition taxes, and all statutory interest and penalty accruing thereon, owed by Debtor to Shelby County for in connection with properties for which taxes are not escrowed as of the Effective Date of the Plan, shall be paid in regular cash installments over a period ending not later than 60 months from the date the petition in this case was filed. Those properties are as follows:

4132 Mountain Terrace (Class 31)

3216-3218 Mountain Terrace (Class 101)

1131 National (Class 131)

3678 Fair Oaks (Class 131)

4272 Hobson Cove (Class 132)

1525 Roosevelt (Class 133)

1137 National

c) All future assessed taxes must be paid in full by the delinquency date; Post-petition taxes, and all statutory interest and penalty accruing thereon, for tax year 2012 shall be paid-in-full by the later of the payment due date or within 30 days of confirmation.

d) If any payment described above is not made, as to the parcel(s) for which payment(s) are not made Shelby County shall be free to exercise its remedies under state law without seeking further relief from this court.

4.5 The Class 5 Claim of AHMSI (4037 Knob) shall be paid \$18,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.6 The Class 6 Claim of AHMSI (2512 LaBonte) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.7 The Class 7 Claim of AHMSI (4056 Mountain Terrace) shall be paid \$21,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.8 The Class 8 Claim of AHMSI (4060 Mountain Terrace) shall not receive any payment under the Plan. The underlying debt for this claim was solely an obligation of the Debtor's late wife.

4.9 The Class 9 Claim of AHMSI (4084 Mountain Terrace) shall not receive any payment under the Plan. The underlying debt for this claim was solely an obligation of the Debtor's late wife.

4.10 The Class 10 Claim of AHMSI (5979 Prairie Cv) shall be paid \$31,500 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.11 The Class 11 Claim of AHMSI (5957 Wagon Hill Rd E) shall be paid \$41,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.12 The Class 12 Claim of AHMSI (5958 Wagon Hill Rd E) shall be paid \$36,000 as a secured claim. This claim will be paid beginning on the Effective Date of

the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full.

Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date.

All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.13 The Class 13 Claim of AHMSI (5962 Wagon Hill Rd E) shall be paid \$42,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full.

Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date.

All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.14 The Class 14 Claim of AHMSI (5964 Wagon Hill Rd E) shall be paid \$41,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full.

Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date.

All non-monetary terms and conditions as set forth in the original Note and Deed of Trust



executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.15 The Class 15 Claim of AHMSI (5998 Wagon Hill Rd E) shall be paid \$41,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.16 The Class 16 Claim of America's Servicing Company (4135 Mountain Terrace) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.17 The Class 17 Claim of Bank of America (4049 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.18 The collateral securing the Class 18 Claim of America's Servicing Company (4436 Suncrest) shall be surrendered and abandoned pursuant to Section 554 of the Bankruptcy Code. This Class is deemed to be impaired.

4.19 The Class 19 Claim of America's Servicing Company (5944 Wagon Hill Rd E) shall be \$25,000 paid as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.20 The Class 20 Claim of America's Servicing Company (5984 Wagon Hill Rd E) shall be paid \$33,500 as a secured claim. This claim will be paid beginning on

the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.21 The Class 21 Claim of America's Servicing Company (5992 Wagon Hill Rd E) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.22 The Class 22 Claim of America's Servicing Company (4193 Wagon Wheel Dr) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note

and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.23 The Class 23 Claim of America's Servicing Company (4233 Wagon Wheel Dr) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.24 The Class 24 Claim of America's Servicing Company (2498 Wellons) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.25 The Class 25 Claim of Aurora Loan Services (1762 Corning) shall be paid \$19,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with

monthly payments of principal and interest until the unpaid balance is paid in full.

Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date.

All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.26           The Class 26 Claim of Aurora Loan Services (4146 Mountain Terrace) shall be paid \$21,900 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.27           The Class 27 Claim of Aurora Loan Services (4155 Mountain Terrace) shall be paid \$22,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note

and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.28 The Class 28 Claim of Aurora Loan Services (4156 Mountain Terrace) shall be paid \$22,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.29 The Class 29 Claim of Aurora Loan Services (4175 Mountain Terrace) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.30 The Class 30 Claim of Aurora Loan Services (1855 Whitney Ave.) shall be paid \$25,200 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the

rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.31 The Class 31 Claim of Banco Popular North America (4132 Mountain Terrace) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.32 The Class 32 Claim of Bancorp South Mortgage (885 Bingham) shall be paid \$7,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.33 The Class 33 Claim of Bancorp South Mortgage (4551 Cedargreen Cv) shall be paid \$36,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.34 The Class 34 Claim of Bancorp South Mortgage (4549 Cedar Leaf Cv) shall be paid \$37,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.35 The Class 35 Claim of Bancorp South Mortgage (4550 Cedar Leaf Cv) shall be paid \$37,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the



rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.36           The Class 36 Claim of Bancorp South Mortgage (4558 Cedar Leaf Cv) shall be paid \$34,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.37           The Class 37 Claim of Bancorp South Mortgage (3356 Farmville) shall be paid \$8,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note

and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.38 The Class 38 Claim of Bancorp South Mortgage (3370 Farmville) shall be paid \$5,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.39 The Class 39 Claim of Bancorp South Mortgage (4070 Knob) shall be paid \$18,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.40 The Class 40 Claim of Bancorp South Mortgage (4545 Longtree) shall be paid \$32,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of

5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.41 The Class 41 Claim of Bancorp South Mortgage (4549 Longtree) shall be paid \$37,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.42 The Class 42 Claim of Bancorp South Mortgage (4555 Longtree) shall be paid \$37,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.43 The Class 43 Claim of Bancorp South Mortgage (4561 Longtree) shall be paid \$37,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.44 The Class 44 Claim of Bancorp South Mortgage (4567 Longtree) shall be paid \$36,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.45 [Reserved]

4.46 The Class 46 Claim of Bancorp South Mortgage (1730 Marble) shall be paid \$7,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.47 The Class 47 Claim of Bancorp South Mortgage (214 Merton) shall be paid \$40,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.48 [Reserved]

4.49 The Class 49 Claim of Bancorp South Mortgage (3073 Pershing) shall be paid \$7,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.50 The collateral securing the Class 50 Claim of Bancorp South Bank (2529 Selman) shall be surrendered and abandoned pursuant to Section 554 of the Bankruptcy Code. This class is deemed to be impaired.

4.51 The Class 51 Claim of Bancorp South Mortgage (3637 Townes) shall be paid \$15,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.52           The Class 52 Claim of Bank of America (4555 Cedar Leaf Cv) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.53           The Class 53 Claim of Bank of America (4556 Cedar Leaf Cv) shall be paid \$34,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.54           The collateral securing the Class 54 Claim of Bank of America (3314 Cicalla) shall be surrendered and the stay terminated to permit said creditor to foreclose and exercise its state law remedies as to that property. This Class is deemed to be impaired.

4.55           The Class 55 Claim of Bank of America (3044 Coleman) shall be paid \$8,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.56           The Class 56 Claim of Bank of America (3446 Farmville) shall be paid \$15,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.



4.57 The Class 57 Claim of Bank of America (4069 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.58 The collateral securing the Class 58 Claim of Chase (1149 Merchant) shall be surrendered and abandoned pursuant to Section 554 of the Bankruptcy Code. This Class is deemed to be impaired.

4.59 The collateral securing the Class 59 Claim of Bank of America (1153 Merchant) shall be surrendered and abandoned pursuant to Section 554 of the Bankruptcy Code. This Class is deemed to be impaired.

4.60 The Class 60 Claim of Bank of America (2467 Yale) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5.25%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.61 The Class 61 Claim of Central Loan Administration & Reporting (4066 Mountain Terrace) shall be paid \$22,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain

in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.62 The Class 62 Claim of Central Loan Administration & Reporting (4072 Mountain Terrace) shall be paid \$22,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.63 The Class 63 Claim of Central Loan Administration & Reporting (4078 Mountain Terrace) shall be paid \$22,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.64           The Class 64 Claim of Central Loan Administration & Reporting (4090 Mountain Terrace) shall be paid \$22,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.65           The Class 65 Claim of Central Loan Administration & Reporting (2514 Redvers) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.66           The collateral securing the Class 66 Claim of Chase (424 Carpenter) shall be surrendered and the automatic stay terminated to permit foreclosure of this property.

4.67 The Class 67 Claim of Chase (4436 Cedar Bark Cv) shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$70,960.92. This claim will be paid based on a net present value of \$41,500 with a 4% interest rate over 360 months at the rate of \$198.13 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$70,960.92 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.68 The Class 68 Claim of Chase (4445 Cedar Bark Cv) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$74,821.64. This claim will be paid based on a net present value of \$44,000 with a 4% interest rate over 360 months at the rate of \$210.06 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this

claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$74,821.64 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.69 The Class 69 Claim of Chase (4453 Cedar Bark Cv) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$72,144.42. This claim will be paid based on a net present value of \$42,000 with a 4% interest rate over 360 months at the rate of \$200.51 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$72,144.42 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.70 Class 70 (Chase, 635 Dunlap) has elected to be treated in accordance with Section 1111(b)(2) of the Bankruptcy Code. In the event that this Class does not withdraw this election on or before the conclusion of the Confirmation Hearing, the property securing its claim will be abandoned pursuant to Section 554 of the Bankruptcy Code effective fourteen (14) days after entry of an Order Confirming the Plan. In the event this Class withdraws its Section 1111(b) election in writing before the conclusion of the Confirmation Hearing, the claim of this Class shall be treated as follows: The Class 70 Claim of Chase (635 Dunlap) shall be paid \$8,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.71 The Class 71 Claim of Chase (2414 Durham Dr) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$47,942.67. This claim will be paid based on a net present value of \$28,000 with a 4% interest rate over 360 months at the rate of \$133.68 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity,

extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$47,942.67 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.72 The Class 72 Claim of Chase (2422 Durham Dr) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$51,405.83. This claim will be paid based on a net present value of \$30,000 with a 4% interest rate over 360 months at the rate of \$143.22 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$51,405.83 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.



4.73 Class 73 (Chase, 946 Faxon) has elected to be treated in accordance with Section 1111(b)(2) of the Bankruptcy Code. In the event that this Class does not withdraw this election on or before the conclusion of the Confirmation Hearing, the property securing its claim will be abandoned pursuant to Section 554 of the Bankruptcy Code effective fourteen (14) days after entry of an Order Confirming the Plan. In the event this Class withdraws its Section 1111(b) election in writing before the conclusion of the Confirmation Hearing, the claim of this Class shall be treated as follows: The Class 73 Claim of Chase (946 Faxon) shall be paid \$8,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.74 Class 74 (Chase, 960 Faxon) has elected to be treated in accordance with Section 1111(b)(2) of the Bankruptcy Code. In the event that this Class does not withdraw this election on or before the conclusion of the Confirmation Hearing, the property securing its claim will be abandoned pursuant to Section 554 of the Bankruptcy Code effective fourteen (14) days after entry of an Order Confirming the Plan. In the event this Class withdraws its Section 1111(b) election in writing before the conclusion of the Confirmation Hearing, the claim of this Class shall be treated as follows: The

Class 74 Claim of Chase (960 Faxon) shall be paid \$8,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.75 The Class 75 Claim of Chase (2583 Hawkins Mill) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,645.71. This claim will be paid based on a net present value of \$29,000 with a 4% interest rate over 360 months at the rate of \$138.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,645.71 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.76 The Class 76 Claim of Chase (2589 Hawkins Mill) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$47,915.49. This claim will be paid based on a net present value of \$28,000 with a 4% interest rate over 360 months at the rate of \$133.68 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$47,915.49 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.77 The Class 77 Claim of Chase (2595 Hawkins Mill) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,952.83. This claim will be paid based on a net present value of \$29,500 with a 4% interest rate over 360 months at the rate of \$140.84 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed

amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,952.83 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.78 The Class 78 Claim of Chase (2603 Hawkins Mill) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$41,917.72. This claim will be paid based on a net present value of \$25,000 with a 4% interest rate over 360 months at the rate of \$119.35 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$42,200.93 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.79 The Class 79 Claim of Chase (4007 Hofburg) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$40,656.00. This claim will be paid based on a net present value of \$24,000 with a 4% interest rate over 360 months at the rate of \$114.58 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$40,656.00 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.80 The Class 80 Claim of Chase (4039 Hofburg) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,599.96. This claim will be paid based on a net present value of \$29,500 with a 4% interest rate over 360 months at the rate of \$140.84 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed

amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,599.96 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.81 The Class 81 Claim of Chase (4541 Janice) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$48,900.89. This claim will be paid based on a net present value of \$28,500 with a 4% interest rate over 360 months at the rate of \$136.06 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$48,900.89 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.82 The Class 82 Claim of Chase (2453 Knob) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,599.96. This claim will be paid based on a net present value of \$29,000 with a 4% interest rate over 360 months at the rate of \$138.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,599.96 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.83 The Class 83 Claim of Chase (4045 Knob) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$46,217.13. This claim will be paid based on a net present value of \$27,000 with a 4.5% interest rate over 360 months at the rate of \$136.81 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed

amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$46,127.13 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.84 The Class 84 Claim of Chase (4053 Knob) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$40,854.36. This claim will be paid based on a net present value of \$24,000 with a 4% interest rate over 360 months at the rate of \$114.58 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$40,854.36 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and



Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.85 The Class 85 Claim of Chase (4057 Knob) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$46,082.42. This claim will be paid based on a net present value of \$27,000 with a 4% interest rate over 360 months at the rate of \$128.90 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$46,082.42 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.86 The Class 86 Claim of Chase (4141 Leroy) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$34,583.70. This claim will be paid based on a net present value of \$20,500 with a 4% interest rate over 360 months at the rate of \$97.87 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed

amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$34,583.70 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.87 The Class 87 Claim of Chase (4022 McWeeny) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$47,942.67. This claim will be paid based on a net present value of \$28,000 with a 4% interest rate over 360 months at the rate of \$133.68 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$47,942.67 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.88 The Class 88 Claim of Chase (207 Merton) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$14,179.94. This claim will be paid based on a net present value of \$10,000 with a 4% interest rate over 240 months at the rate of \$60.60 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$14,179.94 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.89 The Class 89 Claim of Chase (211 Merton) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$13,992.83. This claim will be paid based on a net present value of \$10,000 with a 4% interest rate over 360 months at the rate of \$60.60 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed

amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$13,992.83 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.90 The Class 90 Claim of Chase (4134 Mountain Terrace) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$52,143.55. This claim will be paid based on a net present value of \$30,500 with a 4% interest rate over 360 months at the rate of \$145.61 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$52,143.55 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.91 The Class 91 Claim of Chase (4206 Mountain Terrace) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,498.71. This claim will be paid based on a net present value of \$29,500 with a 4% interest rate over 360 months at the rate of \$140.84 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of

this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,498.71 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.92 The collateral securing the Class 92 Claim of Chase (1172 Panama) shall be surrendered and abandoned pursuant to Section 554 of the Bankruptcy Code. This Class is deemed to be impaired.

4.93 The Class 93 Claim of Chase (2455 Rammesses) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,102.18. This claim will be paid based on a net present value of \$29,000 with a 4% interest rate over 360 months at the rate of \$138.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,102.18 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.94 The Class 94 Claim of Chase (2461 Ramresses) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,467.82. This claim will be paid based on a net present value of \$29,000 with a 4% interest rate over 360 months at the rate of \$138.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,467.82 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.95 The Class 95 Claim of Chase (2467 Ramresses) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,599.96. This claim will be paid based on a net present value of \$29,000 with a 4% interest rate over 360 months at the rate of \$138.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed

amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,599.96 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.96 The Class 96 Claim of Chase (4005 Rangeline) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$50,306.80. This claim will be paid based on a net present value of \$29,500 with a 4% interest rate over 360 months at the rate of \$140.84 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$50,306.80 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and



Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.97 The Class 97 Claim of Chase (4011 Rangeline) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$52,191.63. This claim will be paid based on a net present value of \$30,500 with a 4% interest rate over 360 months at the rate of \$145.61 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$52,191.63 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.98 The collateral securing the Class 98 Claim of Chase (1276 Saxon) shall be surrendered and abandoned pursuant to Section 554 of the Bankruptcy Code. This Class is deemed to be impaired.

4.99 The Class 99 Claim of Chase (5950 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$76,300.60. This claim will be paid based on a net present value of \$44,500 with a 4% interest rate over 360 months at the rate of \$212.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$76,300.60 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.100 The Class 100 Claim of Chase (5954 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$77,906.97. This claim will be paid based on a net present value of \$45,000 with a 4% interest rate over 360 months at the rate of \$214.84 per month beginning on the Effective Date of the

Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$77,906.97 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.101 The Class 101 Claim of Ashley or Mason Bailey (3216-3218 Mountain Terrace) shall be paid according to the original terms as a secured claim with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be unimpaired.

4.102 The Class 102 Claim of Chase (5982 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$76,300.60. This claim will be paid based on a net present value of \$44,500 with a 4% interest rate over 360 months at the rate of \$212.45 per month beginning on the Effective Date of the

Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$76,300.60 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.103 The Class 103 Claim of Chase (5986 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$79,158.58. This claim will be paid based on a net present value of \$46,500 with a 4% interest rate over 360 months at the rate of \$222.00 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$79,158.58 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.104 The Class 104 Claim of Chase (4084 Wagon Wheel Dr) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$49,599.96. This claim will be paid based on a net present value of \$29,000 with a 4% interest rate over 360 months at the rate of \$138.45 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$49,599.96 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.105 The Class 105 Claim of Chase (4228 Wagon Wheel Dr) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$51,452.58. This claim will be paid based on a net present value of \$30,000 with a 4% interest rate over 360 months at the rate of \$143.22 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the

allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$51,452.58 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.106 The Class 106 Claim of Chase (242 Williford) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$12,355.72. This claim will be paid based on a net present value of \$12,000 with a 4% interest rate over 240 months at the rate of \$72.72 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$12,355.72 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and

Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.107 The Class 107 Claim of EMC Mortgage (4141 Mountain Terrace) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.108 The Class 108 Claim of EMC Mortgage (4166 Mountain Terrace) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$53,418.89. This claim will be paid based on a net present value of \$31,000 with a 4% interest rate over 360 months at the rate of \$148.00 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$53,418.89 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in



full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.109 The Class 109 Claim of EMC Mortgage (4183 Mountain Terrace) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$53,618.58. This claim will be paid based on a net present value of \$31,500 with a 4% interest rate over 360 months at the rate of \$150.39 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$53,618.58 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.110 The Class 110 Claim of EMC Mortgage (4191 Mountain Terrace) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the

amount of \$51,938.84. This claim will be paid based on a net present value of \$30,500 with a 4% interest rate over 360 months at the rate of \$145.61 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$51,938.84 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.111 The Class 111 Claim of EMC Mortgage (4209 Mountain Terrace) shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$52,922.80. This claim will be paid based on a net present value of \$31,000 with a 4% interest rate over 360 months at the rate of \$148.00 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$52,922.80 the total of all payments theretofore made by

the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.112 The Class 112 Claim of EMC Mortgage (5948 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$73,652.76. This claim will be paid based on a net present value of \$43,000 with a 4% interest rate over 360 months at the rate of \$205.29 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$73,652.76 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.113 The Class 113 Claim of EMC Mortgage (5990 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$73,652.76. This claim will be paid based on a net present value of \$43,000 with a 4% interest rate over 360 months at the rate of \$205.29 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$73,652.76 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.114 The Class 114 Claim of EMC Mortgage (5994 Wagon Hill Rd E) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$73,747.58. This claim will be paid based on a net present value of \$43,000 with a 4% interest rate over 360 months at the rate of \$205.29 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable

to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$73,747.58 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.115 The Class 115 Claim of EMC Mortgage (4205 Wagon Wheel Dr) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$51,316.26. This claim will be paid based on a net present value of \$30,000 with a 4% interest rate over 360 months at the rate of \$143.22 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$51,316.26 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain

in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.116 The Class 116 Claim of EMC Mortgage (4237 Wagon Wheel Dr) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$51,870.62. This claim will be paid based on a net present value of \$30,500 with a 4% interest rate over 360 months at the rate of \$145.61 per month beginning on the Effective Date of the Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$51,870.62 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.117 The Class 117 Claim of EMC Mortgage (2492 Wellons) shall be paid shall be paid as a fully secured creditor pursuant to its election under Section 1111(b)(2) of the Bankruptcy Code to the extent of its allowed claim in the amount of \$51,316.26. This claim will be paid based on a net present value of \$30,000 with a 4% interest rate over 360 months at the rate of \$143.22 per month beginning on the Effective Date of the

Plan. Creditor shall retain its lien on the described real property to the extent of the allowed amount of its claim, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. In the event of prepayment of this claim, Creditor shall receive a prepayment premium equal to the remainder obtained by subtracting from the sum of \$51,316.26 the total of all payments theretofore made by the Reorganized Debtor, until such time as said remainder is no longer a positive number at which time and thereafter this Claim may be prepaid in full or in part with no charge or premium. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.118 The Class 118 Claim of GMAC Mortgage (4207 Beacon Hills Rd) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.119 The Class 119 Claim of GMAC Mortgage (3569 Marion Ave) shall be paid \$9,000 as a secured claim. This claim will be paid in full on or before the Effective Date of the Plan. This Class is deemed to be impaired.

4.120 The Class 120 Claim of GMAC Mortgage (1152 Merchant) shall be paid \$9,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.121 The Class 121 Claim of GMAC Mortgage (5940 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.122 The Class 122 Claim of GMAC Mortgage (5941 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien



shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.123           The Class 123 Claim of GMAC Mortgage (5945 Wagon Hill Rd E) shall be paid \$40,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.124           The Class 124 Claim of GMAC Mortgage (5947 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.125           The Class 125 Claim of GMAC Mortgage (5978 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.126           The Class 126 Claim of GMAC Mortgage (5980 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.127           The Class 127 Claim of GMAC Mortgage (5987 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien

shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.128 The Class 128 Claim of GMAC Mortgage (5993 Wagon Hill Rd E) shall be paid \$38,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.129 The collateral securing the Class 129 Claim of Independent Bank (5980 Prairie Cv and 4339 Waverly Farms) shall be surrendered in exchange for a release of personal liability on the debt pursuant to an Agreed Order with this creditor. This Class is deemed to be unimpaired.

4.130 The collateral securing the Class 130 Claim of Independent Bank (2479 Dana Cove, 2209 Durham, 3360 Farmville, 2505 Hale, 3708 Irma, 215 Merton, 4167 Mountain Terrace, 1149 National, 1616 Oberle, 3067 Pershing, 1438 Weymouth) shall be surrendered in exchange for a release of personal liability on the debt pursuant to an Agreed Order with this creditor. This Class is deemed to be unimpaired.

4.131 The collateral securing the Class 131 Claim of InSouth Bank (3678 Fair Oaks and 1131 National) shall be surrendered pursuant to an Agreed Order with this creditor. This Class is deemed to be impaired.

4.132 The collateral securing the Class 132 Claim of InSouth Bank (4272 Hobson Cv) shall be surrendered pursuant to an Agreed Order with this creditor. This Class is deemed to be impaired.

4.133 The collateral securing the Class 133 Claim of InSouth Bank (1525 Roosevelt) shall be surrendered pursuant to an Agreed Order with this creditor. This Class is deemed to be impaired.

4.134 The Class 134 Claim of Litton Loan Servicing LP (4212 Beacon Hills Rd) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.135 The Class 135 Claim of Litton Loan Servicing LP (4430 Cedar Bark Cv S) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien

shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.136 The Class 136 Claim of Litton Loan Servicing LP (4433 Cedar Bark Cv S) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.137 The Class 137 Claim of Litton Loan Servicing LP (4439 Cedar Bark Cv S) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.138 The Class 138 Claim of Litton Loan Servicing LP (4442 Cedar Bark Cv S) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.139 The Class 139 Claim of Litton Loan Servicing LP (4448 Cedar Bark Cv S) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.140 The Class 140 Claim of Litton Loan Servicing LP (4452 Cedar Bark Cv S) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien

shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.141 The Class 141 Claim of Litton Loan Servicing LP (4474 Cedar Bark Cv S) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.142 The Class 142 Claim of Litton Loan Servicing LP (4588 Longtree) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.143           The Class 143 Claim of Litton Loan Servicing LP (4589 Longtree) shall be paid \$25,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.144           The Class 144 Claim of Litton Loan Servicing LP (4234 Wagon Wheel Dr) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.145           The Class 145 Claim of Litton Loan Servicing LP (2448 Wellons) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien



shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.146           The Class 146 Claim of Litton Loan Servicing LP (2456 Wellons) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.147           The Class 147 Claim of Litton Loan Servicing LP (2462 Wellons) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.148 The Class 148 Claim of Michelle Pettigrew (2391 Hillside) shall be paid \$19,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.149 The Class 149 Claim of Specialized Loan Servicing, LLC (4147 Mountain Terrace) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.150 The Class 150 Claim of Urban Trust Bank (1154 Merchant – Duplex-A2) shall be paid \$7,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 10 years with interest at the rate of 4.75%, with monthly payments of principal and interest until the unpaid balance is

paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.151 The Class 151 Claim of Wells Fargo Home Mortgage (4041 Knob) shall be paid \$25,200 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.152 The Class 152 Claim of Wells Fargo Home Mortgage (4061 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 5%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.153           The Class 153 Claim of Wells Fargo Home Mortgage (4065 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.154           The Class 154 Claim of Wells Fargo Home Mortgage (4073 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.155           The Class 155 Claim of Wells Fargo Home Mortgage (4077 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien

shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.156 The Class 156 Claim of Wells Fargo Home Mortgage (4081 Knob) shall be paid \$20,000 as a secured claim. This claim will be paid beginning on the Effective Date of the Plan by amortizing this amount over 20 years with interest at the rate of 4%, with monthly payments of principal and interest until the unpaid balance is paid in full. Creditor shall retain its lien on the described real property, and the lien shall be valid and fully enforceable to the same validity, extent and priority as existed on the Filing Date. All non-monetary terms and conditions as set forth in the original Note and Deed of Trust executed by and between the parties shall remain in full force and effect until the secured claim is paid in full. This Class is deemed to be impaired.

4.157 Each Class 157 claimant shall be paid a pro rata share of \$320,000, each share not to exceed the allowed amount of the claim, no later than sixty (60) months after the Effective Date of the Plan. This Class is deemed to be impaired.

4.158 Fees owed to the United States Trustee shall be paid on or before the Effective Date of the Plan.

4.159 Debtor, as the proponents of the Plan, hereby request pursuant to § 1129(b) of the Code that the Court find that the provisions of the Plan provide for fair and equitable treatment of those creditors whose claims are impaired by the Plan and who may elect not to accept the Plan, and that the Court confirm the Plan notwithstanding the requirements of §1129(a)(8) of the Code as to such creditors.

ARTICLE 5.

EXECUTION AND EFFECT OF THE PLAN

5.1 The Debtor will make payments under the Plan with funds generated from rents and the operation of his businesses.

5.2 Claimants shall provide Debtor's counsel with any change of address; otherwise, the Debtor-in-possession shall be entitled to rely upon a Claimant's last address as reflected in the records of the Debtor and the Bankruptcy Court Clerk. Unclaimed funds shall be treated in accordance with section 347(a) of the Bankruptcy Code.

5.3 The Debtor will retain all property of the Estate, except property that is to be otherwise disposed of as provided in the Plan and executory contracts that are rejected pursuant to the Plan.

5.4 On the Effective Date, all property of the Estate shall revert in the Debtor free and clear of all claims, liens, encumbrances, and other interests of Creditors or Interest Holders, except as otherwise set forth in the Plan, the Confirmation Order or other Order.

5.5 After confirmation of the Plan, Debtor shall apply to the Court for a Discharge pursuant to § 1141 of the Code, which shall provide that all persons or entities who have held, currently hold, or may hold a debt or claim discharged pursuant to the Plan will be permanently enjoined from taking any of the following actions on account of any such discharged debt or claim: (1) commencing or continuing in any manner any action or other proceeding against the Debtor or his property; (2) enforcing, attaching,

collecting, or recovering in any manner any judgment, award, decree, or order against Debtor or his property; (3) creating, perfecting, or enforcing any lien or encumbrance against Debtor or his property; (4) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to Debtor or his property; (5) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

5.7 No attorney fees or other fees of “professionals,” as that term is defined in §327 of the Code, default interest, late penalties or any similar charge claimed by a creditor shall be compensable by Debtor, nor shall the same constitute part of an allowed claim, until the creditor seeking to recover said fees penalties or charges has had them approved by the Bankruptcy Court, except as otherwise stated in the Plan. All applications for approval of said fees, penalties or charges must be filed within thirty (30) days after the effective date of the Plan.

5.8 Notwithstanding any other provisions of the Plan, no payments or distributions shall be made on account of any Disputed Claim until such Claim becomes an allowed claim, and then only to the extent of the Allowed Amount of such claim.

## ARTICLE 6.

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Rejection. Upon entry of the Confirmation Order, the Debtor shall be deemed to have rejected all unexpired leases and executory contracts in which he is a lessee entered into prior to the Petition Date unless specifically assumed in this Plan or pursuant to Bankruptcy Court Order.

6.2 Rejection Claims. All Claims arising from the rejection of unexpired leases or other executory contracts that have not previously been rejected by prior Order of the Court shall be filed not later than thirty (30) days after the entry of the Confirmation Order. All such Claims, to the extent allowed, shall be treated as Class 4 claims.

6.3 Any and all leases in which the Debtor is the lessor shall be assumed under the Plan.

#### ARTICLE 7.

##### MODIFICATION OF PLAN

7.1 Modifications to this Plan may be proposed in writing by the Debtor at any time before or after Confirmation, provided that this Plan, as modified, meets the requirements of Section 1129 of the Bankruptcy Code.

#### ARTICLE 8.

##### RETENTION OF JURISDICTION

8.1 The Bankruptcy Court shall retain exclusive jurisdiction over the Debtor's Chapter 11 after the Confirmation Date for the purpose of determining all disputes and other issues presented by or arising under this Plan, including, without limitation, exclusive jurisdiction to:

8.1.1 determine any and all objections to the allowances of Claims or Equity Interests;

8.1.2 determine any and all disputes arising under or relating to the Plan;



8.1.3 determine any and all applications for allowance of compensation and reimbursement of expenses arising out of or relating to the case or any claims;

8.1.4 determine any applications, adversary proceedings, and contested matters arising in the Chapter 11 case;

8.1.5 enter an Order granting a Discharge.

#### ARTICLE 9.

#### NOTICES

9.1 All communications and notices relative to this Plan shall be in writing, and may be delivered by hand, facsimile, or by nationally recognized overnight courier service and shall be deemed to have been given on business day after being so transmitted. If mailed by first class mail, postage paid, all such communications and notices shall be deemed given five days after so mailed. If to the Debtor, to:

Russell W. Savory  
Gotten, Wilson, Savory & Beard, PLLC  
88 Union Avenue, 14<sup>th</sup> Floor  
Memphis, TN 38103

Respectfully submitted,

GOTTEN, WILSON, SAVORY & BEARD, PLLC

/s/ Russell W. Savory

Russell W. Savory (12786)  
Attorney for Arnold R. Dormer, Jr.  
88 Union Avenue, 14<sup>th</sup> Floor  
Memphis, TN 38103  
901-523-1110  
901-523-1139 (Fax)

CERTIFICATE OF SERVICE

I, Russell W. Savory, do hereby certify that a true and genuine copy of the foregoing Second Amended Plan has been served on the following parties by electronic notice this 30<sup>th</sup> Day of July, 2012:

Jeremiah McGuire, Esq.  
555 Perkins Road Extended, Second Floor  
Memphis, TN 38117

Joel Giddens  
Attorney at Law  
5050 Poplar Avenue, Suite 115  
Memphis, TN 38157

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Atlanta, GA 30305

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1587 Northeast Expressway  
Atlanta, GA 30329

Elizabeth Weller  
2323 Bryan Street, Suite 1600  
Dallas, TX 75201

Elijah Noel  
One Commerce Square, Suite 2700  
Memphis, TN 38103

Valerie Ann Spicer  
243 Adams Avenue  
Memphis, TN 38103

United States Trustee

/s/ Russell W. Savory

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Russell W. Savory